

111TH CONGRESS
1ST SESSION

H. R. 3342

To authorize the Secretary of the Interior, acting through the Commissioner of Reclamation, to develop water infrastructure in the Rio Grande Basin, and to approve the settlement of the water rights claims of the Pueblos of Nambe, Pojoaque, San Ildefonso, and Tesuque.

IN THE HOUSE OF REPRESENTATIVES

JULY 24, 2009

Mr. LUJÁN introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To authorize the Secretary of the Interior, acting through the Commissioner of Reclamation, to develop water infrastructure in the Rio Grande Basin, and to approve the settlement of the water rights claims of the Pueblos of Nambe, Pojoaque, San Ildefonso, and Tesuque.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Aamodt Litigation Settlement Act”.

6 (b) TABLE OF CONTENTS.—The table of contents of
7 this Act is as follows:

- Sec. 1. Short title; table of contents.
 Sec. 2. Definitions.

TITLE I—POJOAQUE BASIN REGIONAL WATER SYSTEM

- Sec. 101. Authorization of Regional Water System.
 Sec. 102. Operating agreement.
 Sec. 103. Acquisition of Pueblo water supply for the Regional Water System.
 Sec. 104. Delivery and allocation of Regional Water System capacity and water.
 Sec. 105. Aamodt settlement Pueblos' fund.
 Sec. 106. Environmental compliance.
 Sec. 107. Authorization of appropriations.

TITLE II—POJOAQUE BASIN INDIAN WATER RIGHTS SETTLEMENT

- Sec. 201. Settlement agreement and contract approval.
 Sec. 202. Environmental compliance.
 Sec. 203. Conditions precedent and enforcement date.
 Sec. 204. Waivers and releases.
 Sec. 205. Effect.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) AAMODT CASE.—The term “Aamodt Case”
 4 means the civil action entitled “State of New Mex-
 5 ico, ex rel. State Engineer and United States of
 6 America, Pueblo de Nambe, Pueblo de Pojoaque,
 7 Pueblo de San Ildefonso, and Pueblo de Tesuque v.
 8 R. Lee Aamodt, et al.”, No. 66 CV 6639 MV/LCS
 9 (D.N.M.).

10 (2) ACRE-FEET.—The term “acre-feet” means
 11 acre-feet of water per year.

12 (3) AUTHORITY.—The term “Authority” means
 13 the Pojoaque Basin Regional Water Authority de-
 14 scribed in section 9.5 of the Settlement Agreement
 15 or an alternate entity acceptable to the Pueblos and
 16 the County to operate and maintain the diversion

1 and treatment facilities, certain transmission pipe-
2 lines, and other facilities of the Regional Water Sys-
3 tem.

4 (4) CITY.—The term “City” means the city of
5 Santa Fe, New Mexico.

6 (5) COST-SHARING AND SYSTEM INTEGRATION
7 AGREEMENT.—The term “Cost-Sharing and System
8 Integration Agreement” means the agreement to be
9 executed by the United States, the State, the Pueb-
10 los, the County, and the City that—

11 (A) describes the location, capacity, and
12 management (including the distribution of
13 water to customers) of the Regional Water Sys-
14 tem; and

15 (B) allocates the costs of the Regional
16 Water System with respect to—

17 (i) the construction, operation, main-
18 tenance, and repair of the Regional Water
19 System;

20 (ii) rights-of-way for the Regional
21 Water System; and

22 (iii) the acquisition of water rights.

23 (6) COUNTY.—The term “County” means
24 Santa Fe County, New Mexico.

1 (7) COUNTY DISTRIBUTION SYSTEM.—The term
2 “County Distribution System” means the portion of
3 the Regional Water System that serves water cus-
4 tomers on non-Pueblo land in the Pojoaque Basin.

5 (8) COUNTY WATER UTILITY.—The term
6 “County Water Utility” means the water utility or-
7 ganized by the County to—

8 (A) receive water distributed by the Au-
9 thority; and

10 (B) provide the water received under sub-
11 paragraph (A) to customers on non-Pueblo land
12 in the Pojoaque Basin.

13 (9) ENGINEERING REPORT.—The term “Engi-
14 neering Report” means the report entitled
15 “Pojoaque Regional Water System Engineering Re-
16 port” dated September 2008 and any amendments
17 thereto, including any modifications which may be
18 required by section 101(d)(2).

19 (10) FUND.—The term “Fund” means the
20 Aamodt Settlement Pueblos’ Fund established by
21 section 105(a).

22 (11) OPERATING AGREEMENT.—The term “Op-
23 erating Agreement” means the agreement between
24 the Pueblos and the County executed under section
25 102(a).

1 (12) OPERATIONS, MAINTENANCE, AND RE-
2 PLACEMENT COSTS.—

3 (A) IN GENERAL.—The term “operations,
4 maintenance, and replacement costs” means all
5 costs for the operation of the Regional Water
6 System that are necessary for the safe, effi-
7 cient, and continued functioning of the Regional
8 Water System to produce the benefits described
9 in the Settlement Agreement.

10 (B) EXCLUSION.—The term “operations,
11 maintenance, and replacement costs” does not
12 include construction costs or costs related to
13 construction design and planning.

14 (13) POJOAQUE BASIN.—

15 (A) IN GENERAL.—The term “Pojoaque
16 Basin” means the geographic area limited by a
17 surface water divide (which can be drawn on a
18 topographic map), within which area rainfall
19 and runoff flow into arroyos, drainages, and
20 named tributaries that eventually drain to—

21 (i) the Rio Pojoaque; or

22 (ii) the 2 unnamed arroyos imme-
23 diately south; and

1 (iii) 2 arroyos (including the Arroyo
2 Alamo) that are north of the confluence of
3 the Rio Pojoaque and the Rio Grande.

4 (B) INCLUSION.—The term “Pojoaque
5 Basin” includes the San Ildefonso Eastern Res-
6 ervation recognized by section 8 of Public Law
7 87–231 (75 Stat. 505).

8 (14) PUEBLO.—The term “Pueblo” means each
9 of the pueblos of Nambe, Pojoaque, San Ildefonso,
10 or Tesuque.

11 (15) PUEBLOS.—The term “Pueblos” means
12 collectively the Pueblos of Nambe, Pojoaque, San
13 Ildefonso, and Tesuque.

14 (16) PUEBLO LAND.—The term “Pueblo land”
15 means any real property that is—

16 (A) held by the United States in trust for
17 a Pueblo within the Pojoaque Basin;

18 (B)(i) owned by a Pueblo within the
19 Pojoaque Basin before the date on which a
20 court approves the Settlement Agreement; or

21 (ii) acquired by a Pueblo on or after the
22 date on which a court approves the Settlement
23 Agreement, if the real property is located—

24 (I) within the exterior boundaries of
25 the Pueblo, as recognized and conformed

1 by a patent issued under the Act of De-
2 cember 22, 1858 (11 Stat. 374, chapter
3 V); or

4 (II) within the exterior boundaries of
5 any territory set aside for the Pueblo by
6 law, executive order, or court decree;

7 (C) owned by a Pueblo or held by the
8 United States in trust for the benefit of a
9 Pueblo outside the Pojoaque Basin that is lo-
10 cated within the exterior boundaries of the
11 Pueblo as recognized and confirmed by a patent
12 issued under the Act of December 22, 1858 (11
13 Stat. 374, chapter V); or

14 (D) within the exterior boundaries of any
15 real property located outside the Pojoaque
16 Basin set aside for a Pueblo by law, executive
17 order, or court decree, if the land is within or
18 contiguous to land held by the United States in
19 trust for the Pueblo as of January 1, 2005.

20 (17) PUEBLO WATER FACILITY.—

21 (A) IN GENERAL.—The term “Pueblo
22 Water Facility” means—

23 (i) a portion of the Regional Water
24 System that serves only water customers
25 on Pueblo land; and

(ii) portions of a Pueblo water system in existence on the date of enactment of this Act that serve water customers on non-Pueblo land, also in existence on the date of enactment of this Act, or their successors, that are—

(I) depicted in the final project design, as modified by the drawings reflecting the completed Regional Water System; and

(II) described in the Operating Agreement.

(B) INCLUSIONS.—The term “Pueblo Water Facility” includes—

(i) the barrier dam and infiltration project on the Rio Pojoaque described in the Engineering Report; and

(ii) the Tesuque Pueblo infiltration pond described in the Engineering Report.

(18) REGIONAL WATER SYSTEM.—

(A) IN GENERAL.—The term “Regional Water System” means the Regional Water System described in section 101(a).

(B) EXCLUSIONS.—The term “Regional Water System” does not include the County or

1 Pueblo water supply delivered through the Re-
2 gional Water System.

3 (19) SAN JUAN-CHAMA PROJECT.—The term
4 “San Juan-Chama Project” means the Project au-
5 thorized by section 8 of the Act of June 13, 1962
6 (76 Stat. 96, 97), and the Act of April 11, 1956 (70
7 Stat. 105).

8 (20) SAN JUAN-CHAMA PROJECT ACT.—The
9 term “San Juan-Chama Project Act” means sections
10 8 through 18 of the Act of June 13, 1962 (76 Stat.
11 96, 97).

12 (21) SECRETARY.—The term “Secretary”
13 means the Secretary of the Interior.

14 (22) SETTLEMENT AGREEMENT.—The term
15 “Settlement Agreement” means the stipulated and
16 binding agreement among the State, the Pueblos,
17 the United States, the County, and the City dated
18 January 19, 2006, and signed by all of the govern-
19 ment parties to the Settlement Agreement (other
20 than the United States) on May 3, 2006, and as
21 amended in conformity with this Act.

22 (23) STATE.—The term “State” means the
23 State of New Mexico.

TITLE I—POJOAQUE BASIN
REGIONAL WATER SYSTEM

SEC. 101. AUTHORIZATION OF REGIONAL WATER SYSTEM.

(a) IN GENERAL.—The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct a regional water system in accordance with the Settlement Agreement, to be known as the “Regional Water System”—

(1) to divert and distribute water to the Pueblos and to the County Water Utility, in accordance with the Engineering Report; and

(2) that consists of—

(A) surface water diversion facilities at San Ildefonso Pueblo on the Rio Grande; and

(B) any treatment, transmission, storage and distribution facilities and wellfields for the County Distribution System and Pueblo Water Facilities that are necessary to supply 4,000 acre-feet of water within the Pojoaque Basin, unless modified in accordance with subsection (d)(2).

(b) FINAL PROJECT DESIGN.—The Secretary shall issue a final project design within 90 days of completion of the environmental compliance described in section 106 for the Regional Water System that—

1 (1) is consistent with the Engineering Report;
2 and

3 (2) includes a description of any Pueblo Water
4 Facilities.

5 (c) ACQUISITION OF LAND; WATER RIGHTS.—

6 (1) ACQUISITION OF LAND.—Upon request, and
7 in exchange for the funding which shall be provided
8 in section 107(c), the Pueblos shall consent to the
9 grant of such easements and rights-of-way as may
10 be necessary for the construction of the Regional
11 Water System at no cost to the Secretary. To the
12 extent that the State or County own easements or
13 rights-of-way that may be used for construction of
14 the Regional Water System, the State or County
15 shall provide that land or interest in land as nec-
16 essary for construction at no cost to the Secretary.
17 The Secretary shall acquire any other land or inter-
18 est in land that is necessary for the construction of
19 the Regional Water System.

20 (2) WATER RIGHTS.—The Secretary shall not
21 condemn water rights for purposes of the Regional
22 Water System.

23 (d) CONDITIONS FOR CONSTRUCTION.—

1 (1) IN GENERAL.—The Secretary shall not
2 begin construction of the Regional Water System fa-
3 cilities until the date on which—

4 (A) the Secretary executes—

5 (i) the Settlement Agreement; and

6 (ii) the Cost-Sharing and System In-
7 tegration Agreement; and

8 (B) the State and the County have entered
9 into an agreement with the Secretary to con-
10 tribute the non-Federal share of the costs of the
11 construction in accordance with the Cost-Shar-
12 ing and System Integration Agreement.

13 (2) MODIFICATIONS TO REGIONAL WATER SYS-
14 TEM.—

15 (A) IN GENERAL.—The State and the
16 County, in agreement with the Pueblos, the
17 City, and other signatories to the Cost-Sharing
18 and System Integration Agreement, may modify
19 the extent, size, and capacity of the County
20 Distribution System as set forth in the Cost-
21 Sharing and System Integration Agreement.

22 (B) EFFECT.—A modification under sub-
23 paragraph (A)—

1 (i) shall not affect implementation of
 2 the Settlement Agreement so long as the
 3 provisions in section 203 are satisfied; and

4 (ii) may result in an adjustment of
 5 the State and County cost-share allocation
 6 as set forth in the Cost-Sharing and Sys-
 7 tem Integration Agreement.

8 (e) APPLICABLE LAW.—The Indian Self-Determina-
 9 tion and Education Assistance Act (25 U.S.C. 450 et seq.)
 10 shall not apply to the design and construction of the Re-
 11 gional Water System.

12 (f) CONSTRUCTION COSTS.—

13 (1) PUEBLO WATER FACILITIES.—The costs of
 14 constructing the Pueblo Water Facilities, as deter-
 15 mined by the final project design and the Engineer-
 16 ing Report—

17 (A) shall be at full Federal expense subject
 18 to the amount authorized in section 107(a)(1);
 19 and

20 (B) shall be nonreimbursable to the United
 21 States.

22 (2) COUNTY DISTRIBUTION SYSTEM.—The costs
 23 of constructing the County Distribution System shall
 24 be at State and local expense.

1 (g) STATE AND LOCAL CAPITAL OBLIGATIONS.—The
2 State and local capital obligations for the Regional Water
3 System described in the Cost-Sharing and System Integra-
4 tion Agreement shall be satisfied on the payment of the
5 State and local capital obligations described in the Cost-
6 Sharing and System Integration Agreement.

7 (h) CONVEYANCE OF REGIONAL WATER SYSTEM FA-
8 CILITIES.—

9 (1) IN GENERAL.—Subject to paragraph (2), on
10 completion of the construction of the Regional Water
11 System, the Secretary, in accordance with the Oper-
12 ating Agreement, shall convey to—

13 (A) each Pueblo the portion of any Pueblo
14 Water Facility that is located within the bound-
15 aries of the Pueblo, including any land or inter-
16 est in land located within the boundaries of the
17 Pueblo that is acquired by the United States
18 for the construction of the Pueblo Water Facil-
19 ity;

20 (B) the County the County Distribution
21 System, including any land or interest in land
22 acquired by the United States for the construc-
23 tion of the County Distribution System; and

24 (C) the Authority any portions of the Re-
25 gional Water System that remain after making

1 the conveyances under subparagraphs (A) and
2 (B), including any land or interest in land ac-
3 quired by the United States for the construc-
4 tion of the portions of the Regional Water Sys-
5 tem.

6 (2) CONDITIONS FOR CONVEYANCE.—The Sec-
7 retary shall not convey any portion of the Regional
8 Water System facilities under paragraph (1) until
9 the date on which—

10 (A) construction of the Regional Water
11 System is complete; and

12 (B) the Operating Agreement is executed
13 in accordance with section 102.

14 (3) SUBSEQUENT CONVEYANCE.—On convey-
15 ance by the Secretary under paragraph (1), the
16 Pueblos, the County, and the Authority shall not re-
17 convey any portion of the Regional Water System
18 conveyed to the Pueblos, the County, and the Au-
19 thority, respectively, unless the reconveyance is au-
20 thorized by an Act of Congress enacted after the
21 date of enactment of this Act.

22 (4) INTEREST OF THE UNITED STATES.—On
23 conveyance of a portion of the Regional Water Sys-
24 tem under paragraph (1), the United States shall

1 have no further right, title, or interest in and to the
2 portion of the Regional Water System conveyed.

3 (5) ADDITIONAL CONSTRUCTION.—On convey-
4 ance of a portion of the Regional Water System
5 under paragraph (1), the Pueblos, County, or the
6 Authority, as applicable, may, at the expense of the
7 Pueblos, County, or the Authority, construct any ad-
8 ditional infrastructure that is necessary to fully use
9 the water delivered by the Regional Water System.

10 (6) LIABILITY.—

11 (A) IN GENERAL.—Effective on the date of
12 conveyance of any land or facility under this
13 section, the United States shall not be held lia-
14 ble by any court for damages of any kind aris-
15 ing out of any act, omission, or occurrence re-
16 lating to the land and facilities conveyed, other
17 than damages caused by acts of negligence by
18 the United States, or by employees or agents of
19 the United States, prior to the date of convey-
20 ance.

21 (B) TORT CLAIMS.—Nothing in this sec-
22 tion increases the liability of the United States
23 beyond the liability provided in chapter 171 of
24 title 28, United States Code (commonly known
25 as the “Federal Tort Claims Act”).

1 (7) EFFECT.—Nothing in any transfer of own-
 2 ership provided or any conveyance thereto as pro-
 3 vided in this section shall extinguish the right of any
 4 Pueblo, the County, or the Regional Water Author-
 5 ity to the continuous use and benefit of each ease-
 6 ment or right of way for the use, operation, mainte-
 7 nance, repair, and replacement of Pueblo Water Fa-
 8 cilities, the County Distribution System or the Re-
 9 gional Water System or for wastewater purposes as
 10 provided in the Cost-Sharing and System Integra-
 11 tion Agreement.

12 **SEC. 102. OPERATING AGREEMENT.**

13 (a) IN GENERAL.—The Pueblos and the County shall
 14 submit to the Secretary an executed Operating Agreement
 15 for the Regional Water System that is consistent with this
 16 Act, the Settlement Agreement, and the Cost-Sharing and
 17 System Integration Agreement not later than 180 days
 18 after the later of—

19 (1) the date of completion of environmental
 20 compliance and permitting; or

21 (2) the date of issuance of a final project design
 22 for the Regional Water System under section
 23 101(b).

24 (b) APPROVAL.—Not later than 180 days after re-
 25 ceipt of the operating agreement described in subsection

1 (a), the Secretary shall approve the Operating Agreement
2 upon determination that the Operating Agreement is con-
3 sistent with this Act, the Settlement Agreement, and the
4 Cost-Sharing and System Integration Agreement.

5 (c) CONTENTS.—The Operating Agreement shall in-
6 clude—

7 (1) provisions consistent with the Settlement
8 Agreement and the Cost-Sharing and System Inte-
9 gration Agreement and necessary to implement the
10 intended benefits of the Regional Water System de-
11 scribed in those documents;

12 (2) provisions for—

13 (A) the distribution of water conveyed
14 through the Regional Water System, including
15 a delineation of—

16 (i) distribution lines for the County
17 Distribution System;

18 (ii) distribution lines for the Pueblo
19 Water Facilities; and

20 (iii) distribution lines that serve
21 both—

22 (I) the County Distribution Sys-
23 tem; and

24 (II) the Pueblo Water Facilities;

1 (B) the allocation of the Regional Water
2 System capacity;

3 (C) the terms of use of unused water ca-
4 pacity in the Regional Water System;

5 (D) the construction of additional infra-
6 structure and the acquisition of associated
7 rights-of-way or easements necessary to enable
8 any of the Pueblos or the County to fully use
9 water allocated to the Pueblos or the County
10 from the Regional Water System, including pro-
11 visions addressing when the construction of
12 such additional infrastructure requires approval
13 by the Authority;

14 (E) the allocation and payment of annual
15 operation, maintenance, and replacement costs
16 for the Regional Water System, including the
17 portions of the Regional Water System that are
18 used to treat, transmit, and distribute water to
19 both the Pueblo Water Facilities and the Coun-
20 ty Water Utility;

21 (F) the operation of wellfields located on
22 Pueblo land;

23 (G) the transfer of any water rights nec-
24 essary to provide the Pueblo water supply de-
25 scribed in section 103(a);

1 (H) the operation of the Regional Water
2 System with respect to the water supply, includ-
3 ing the allocation of the water supply in accord-
4 ance with section 3.1.8.4.2 of the Settlement
5 Agreement so that, in the event of a shortage
6 of supply to the Regional Water System, the
7 supply to each of the Pueblos' and to the Coun-
8 ty's distribution system shall be reduced on a
9 prorata basis, in proportion to each distribution
10 system's most current annual use; and

11 (I) dispute resolution; and

12 (3) provisions for operating and maintaining
13 the Regional Water System facilities before and
14 after conveyance under section 101(h), including
15 provisions to—

16 (A) ensure that—

17 (i) the operation of, and the diversion
18 and conveyance of water by, the Regional
19 Water System is in accordance with the
20 Settlement Agreement;

21 (ii) the wells in the Regional Water
22 System are used in conjunction with the
23 surface water supply of the Regional
24 Water System to ensure a reliable firm
25 supply of water to all users of the Regional

1 Water System, consistent with the intent
2 of the Settlement Agreement that surface
3 supplies will be used to the maximum ex-
4 tent feasible;

5 (iii) the respective obligations regard-
6 ing delivery, payment, operation, and man-
7 agement are enforceable; and

8 (iv) the County has the right to serve
9 any new water users located on non-Pueblo
10 land in the Pojoaque Basin; and

11 (B) allow for any aquifer storage and re-
12 covery projects that are approved by the Office
13 of the New Mexico State Engineer.

14 (d) EFFECT.—Nothing in this Act precludes the Op-
15 erating Agreement from authorizing phased or interim op-
16 erations if the Regional Water System is constructed in
17 phases.

18 **SEC. 103. ACQUISITION OF PUEBLO WATER SUPPLY FOR**
19 **THE REGIONAL WATER SYSTEM.**

20 (a) IN GENERAL.—For the purpose of providing a
21 reliable firm supply of water from the Regional Water Sys-
22 tem for the Pueblos in accordance with the Settlement
23 Agreement, the Secretary, on behalf of the Pueblos,
24 shall—

25 (1) acquire water rights to—

1 (A) 302 acre-feet of Nambe reserved water
2 described in section 2.6.2 of the Settlement
3 Agreement pursuant to section 107(c)(1)(C);
4 and

5 (B) 1141 acre-feet from water acquired by
6 the County for water rights commonly referred
7 to as “Top of the World” rights in the Aamodt
8 Case;

9 (2) make available 1079 acre-feet to the Pueb-
10 los pursuant to a contract entered into among the
11 Pueblos and the Secretary in accordance with sec-
12 tion 11 of the San Juan-Chama Project Act, under
13 water rights held by the Secretary; and

14 (3) by application to the State Engineer, obtain
15 approval to divert the water acquired and made
16 available under paragraphs (1) and (2) at the points
17 of diversion for the Regional Water System, con-
18 sistent with the Settlement Agreement and the Cost-
19 Sharing and System Integration Agreement.

20 (b) FORFEITURE.—The nonuse of the water supply
21 secured by the Secretary for the Pueblos under subsection
22 (a) shall in no event result in forfeiture, abandonment, re-
23 linquishment, or other loss thereof.

1 (c) TRUST.—The Pueblo water supply secured under
 2 subsection (a) shall be held by the United States in trust
 3 for the Pueblos.

4 (d) APPLICABLE LAW.—The water supply made
 5 available pursuant to subsection (a)(2) shall be subject to
 6 the San Juan-Chama Project Act, and no preference shall
 7 be provided to the Pueblos as a result of subsection (c)
 8 with regard to the delivery or distribution of San Juan-
 9 Chama Project water or the management or operation of
 10 the San Juan-Chama Project.

11 (e) CONTRACT FOR SAN JUAN-CHAMA PROJECT
 12 WATER SUPPLY.—With respect to the contract for the
 13 water supply required by subsection (a)(2), such San
 14 Juan-Chama Project contract shall be pursuant to the fol-
 15 lowing terms:

16 (1) WAIVERS.—Notwithstanding the provisions
 17 of the San Juan-Chama Project Act, or any other
 18 provision of law—

19 (A) the Secretary shall waive the entirety
 20 of the Pueblos' share of the construction costs
 21 for the San Juan-Chama Project, and pursuant
 22 to that waiver, the Pueblos' share of all con-
 23 struction costs for the San Juan-Chama
 24 Project, inclusive of both principal and interest,
 25 due from 1972 to the execution of the contract

1 required by subsection (a)(2), shall be nonreim-
2 bursable;

3 (B) the Secretary's waiver of each Pueblo's
4 share of the construction costs for the San
5 Juan-Chama Project will not result in an in-
6 crease in the pro rata shares of other San
7 Juan-Chama Project water contractors, but
8 such costs shall be absorbed by the United
9 States Treasury or otherwise appropriated to
10 the Department of the Interior; and

11 (C) the costs associated with any water
12 made available from the San Juan-Chama
13 Project which were determined nonreimbursable
14 and nonreturnable pursuant to Public Law 88-
15 293 (78 Stat. 171 March 26, 1964), shall re-
16 main nonreimbursable and nonreturnable.

17 (2) TERMINATION.—The contract shall provide
18 that it shall terminate only upon the following condi-
19 tions—

20 (A) failure of the United States District
21 Court for the District of New Mexico to enter
22 a final decree for the Aamodt Case by Decem-
23 ber 15, 2012, or within the time period of any
24 extension of that deadline granted by the court;
25 or

1 (B) entry of an order by the United States
2 District Court for the District of New Mexico
3 voiding the final decree and Settlement Agree-
4 ment for the Aamodt Case pursuant to section
5 10.3 of the Settlement Agreement.

6 (f) LIMITATION.—The Secretary shall use the water
7 supply secured under subsection (a) only for the purposes
8 described in the Settlement Agreement.

9 (g) FULFILLMENT OF WATER SUPPLY ACQUISITION
10 OBLIGATIONS.—Compliance with subsections (a) through
11 (f) shall satisfy any and all obligations of the Secretary
12 to acquire or secure a water supply for the Pueblos pursu-
13 ant to the Settlement Agreement.

14 (h) RIGHTS OF PUEBLOS IN SETTLEMENT AGREE-
15 MENT UNAFFECTED.—Notwithstanding the provisions of
16 subsections (a) through (g), the Pueblos, the County or
17 the Regional Water Authority may acquire any additional
18 water rights to ensure all parties to the Settlement Agree-
19 ment receive the full allocation of water provided by the
20 Settlement Agreement and nothing in this Act amends or
21 modifies the quantities of water allocated to the Pueblos
22 thereunder.

1 **SEC. 104. DELIVERY AND ALLOCATION OF REGIONAL**
2 **WATER SYSTEM CAPACITY AND WATER.**

3 (a) ALLOCATION OF REGIONAL WATER SYSTEM CA-
4 PACITY.—

5 (1) IN GENERAL.—The Regional Water System
6 shall have the capacity to divert from the Rio
7 Grande a quantity of water sufficient to provide—

8 (A) up to 4,000 acre-feet of consumptive
9 use of water; and

10 (B) the requisite peaking capacity de-
11 scribed in—

12 (i) the Engineering Report; and

13 (ii) the final project design.

14 (2) ALLOCATION TO THE PUEBLOS AND COUN-
15 TY WATER UTILITY.—Of the capacity described in
16 paragraph (1)—

17 (A) there shall be allocated to the Pueb-
18 los—

19 (i) sufficient capacity for the convey-
20 ance of 2,500 acre-feet consumptive use;
21 and

22 (ii) the requisite peaking capacity for
23 the quantity of water described in clause
24 (i); and

25 (B) there shall be allocated to the County
26 Water Utility—

1 (i) sufficient capacity for the convey-
 2 ance of up to 1,500 acre-feet consumptive
 3 use; and

4 (ii) the requisite peaking capacity for
 5 the quantity of water described in clause
 6 (i).

7 (3) APPLICABLE LAW.—Water shall be allo-
 8 cated to the Pueblos and the County Water Utility
 9 under this subsection in accordance with—

10 (A) this title;

11 (B) the Settlement Agreement; and

12 (C) the Operating Agreement.

13 (b) DELIVERY OF REGIONAL WATER SYSTEM
 14 WATER.—The Authority shall deliver water from the Re-
 15 gional Water System—

16 (1) to the Pueblos water in a quantity sufficient
 17 to allow full consumptive use of up to 2,500 acre-
 18 feet per year of water rights by the Pueblos in ac-
 19 cordance with—

20 (A) the Settlement Agreement;

21 (B) the Operating Agreement; and

22 (C) this title; and

23 (2) to the County water in a quantity sufficient
 24 to allow full consumptive use of up to 1,500 acre-

1 feet per year of water rights by the County Water
2 Utility in accordance with—

3 (A) the Settlement Agreement;

4 (B) the Operating Agreement; and

5 (C) this title.

6 (c) ADDITIONAL USE OF ALLOCATION QUANTITY
7 AND UNUSED CAPACITY.—The Regional Water System
8 may be used to—

9 (1) provide for use of return flow credits to
10 allow for full consumptive use of the water allocated
11 in the Settlement Agreement to each of the Pueblos
12 and to the County; and

13 (2) convey water allocated to one of the Pueblos
14 or the County Water Utility for the benefit of an-
15 other Pueblo or the County Water Utility or allow
16 use of unused capacity by each other through the
17 Regional Water System in accordance with an inter-
18 governmental agreement between the Pueblos, or be-
19 tween a Pueblo and County Water Utility, as appli-
20 cable, if—

21 (A) such intergovernmental agreements are
22 consistent with the Operating Agreement, the
23 Settlement Agreement, and this Act;

24 (B) capacity is available without reducing
25 water delivery to any Pueblo or the County

1 Water Utility in accordance with the Settlement
 2 Agreement, unless the County Water Utility or
 3 Pueblo contracts for a reduction in water deliv-
 4 ery or Regional Water System capacity;

5 (C) the Pueblo or County Water Utility
 6 contracting for use of the unused capacity or
 7 water has the right to use the water under ap-
 8 plicable law; and

9 (D) any agreement for the use of unused
 10 capacity or water provides for payment of the
 11 operation, maintenance, and replacement costs
 12 associated with the use of capacity or water.

13 **SEC. 105. AAMODT SETTLEMENT PUEBLOS' FUND.**

14 (a) ESTABLISHMENT OF THE AAMODT SETTLEMENT
 15 PUEBLOS' FUND.—There is established in the Treasury
 16 of the United States a fund, to be known as the “Aamodt
 17 Settlement Pueblos' Fund”, consisting of—

18 (1) such amounts as are made available to the
 19 Fund under section 107(c) or other authorized
 20 sources; and

21 (2) any interest earned from investment of
 22 amounts in the Fund under subsection (b).

23 (b) MANAGEMENT OF THE FUND.—The Secretary
 24 shall manage the Fund, invest amounts in the Fund, and

1 make amounts available from the Fund for distribution
2 to the Pueblos in accordance with—

3 (1) the American Indian Trust Fund Manage-
4 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.);
5 and

6 (2) this Act.

7 (c) INVESTMENT OF THE FUND.—On the date set
8 forth in section 203(a)(1), the Secretary shall invest
9 amounts in the Fund in accordance with—

10 (1) the Act of April 1, 1880 (25 U.S.C. 161);

11 (2) the first section of the Act of June 24,
12 1938 (25 U.S.C. 162a); and

13 (3) the American Indian Trust Fund Manage-
14 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.).

15 (d) TRIBAL MANAGEMENT PLAN.—

16 (1) IN GENERAL.—A Pueblo may withdraw all
17 or part of the Pueblo's portion of the Fund on ap-
18 proval by the Secretary of a tribal management plan
19 as described in the American Indian Trust Fund
20 Management Reform Act of 1994 (25 U.S.C. 4001
21 et seq.).

22 (2) REQUIREMENTS.—In addition to the re-
23 quirements under the American Indian Trust Fund
24 Management Reform Act of 1994 (25 U.S.C. 4001
25 et seq.), the tribal management plan shall require

1 that a Pueblo spend any amounts withdrawn from
2 the Fund in accordance with the purposes described
3 in section 107(c).

4 (3) ENFORCEMENT.—The Secretary may take
5 judicial or administrative action to enforce the provi-
6 sions of any tribal management plan to ensure that
7 any amounts withdrawn from the Fund under an
8 approved tribal management plan are used in ac-
9 cordance with this title.

10 (4) LIABILITY.—If a Pueblo or the Pueblos ex-
11 ercise the right to withdraw amounts from the
12 Fund, neither the Secretary nor the Secretary of the
13 Treasury shall retain any liability for the expendi-
14 ture or investment of the amounts withdrawn.

15 (5) EXPENDITURE PLAN.—

16 (A) IN GENERAL.—The Pueblos shall sub-
17 mit to the Secretary for approval an expendi-
18 ture plan for any portion of the amounts in the
19 Fund that the Pueblos do not withdraw under
20 this subsection.

21 (B) DESCRIPTION.—The expenditure plan
22 shall describe the manner in which, and the
23 purposes for which, amounts remaining in the
24 Fund will be used.

1 (C) APPROVAL.—On receipt of an expendi-
2 ture plan under subparagraph (A), the Sec-
3 retary shall approve the plan if the Secretary
4 determines that the plan is reasonable and con-
5 sistent with this Act, the Settlement Agree-
6 ment, and the Cost-Sharing and System Inte-
7 gration Agreement.

8 (D) ANNUAL REPORT.—The Pueblos shall
9 submit to the Secretary an annual report that
10 describes all expenditures from the Fund during
11 the year covered by the report.

12 (6) NO PER CAPITA PAYMENTS.—No part of
13 the principal of the Fund, or the interest or income
14 accruing on the principal shall be distributed to any
15 member of a Pueblo on a per capita basis.

16 (7) AVAILABILITY OF AMOUNTS FROM THE
17 FUND.—

18 (A) APPROVAL OF SETTLEMENT AGREE-
19 MENT.—Amounts made available under sub-
20 paragraphs (A) and (C) of section 107(c)(1) or
21 from other authorized sources shall be available
22 for expenditure or withdrawal only after the
23 date on which the United States District Court
24 for the District of New Mexico issues an order
25 approving the Settlement Agreement.

1 (B) COMPLETION OF CERTAIN PORTIONS
2 OF REGIONAL WATER SYSTEM.—Amounts made
3 available under section 107(c)(1)(B) or from
4 other authorized sources shall be available for
5 expenditure or withdrawal only after those por-
6 tions of the Regional Water System described
7 in section 1.5.24 of the Settlement Agreement
8 have been declared substantially complete by
9 the Secretary.

10 (C) FAILURE TO FULFILL CONDITIONS
11 PRECEDENT.—If the conditions precedent in
12 section 203 have not been fulfilled by Sep-
13 tember 15, 2017, the United States shall be en-
14 titled to set off any funds expended or with-
15 drawn from the amounts appropriated pursuant
16 to section 107(c), together with any interest ac-
17 crued, against any claims asserted by the Pueb-
18 los against the United States relating to the
19 water rights in the Pojoaque Basin.

20 **SEC. 106. ENVIRONMENTAL COMPLIANCE.**

21 (a) IN GENERAL.—In carrying out this title, the Sec-
22 retary shall comply with each law of the Federal Govern-
23 ment relating to the protection of the environment, includ-
24 ing—

1 (1) the National Environmental Policy Act of
2 1969 (42 U.S.C. 4321 et seq.); and

3 (2) the Endangered Species Act of 1973 (16
4 U.S.C. 1531 et seq.).

5 (b) NATIONAL ENVIRONMENTAL POLICY ACT.—

6 Nothing in this Act affects the outcome of any analysis
7 conducted by the Secretary or any other Federal official
8 under the National Environmental Policy Act of 1969 (42
9 U.S.C. 4321 et seq.).

10 **SEC. 107. AUTHORIZATION OF APPROPRIATIONS.**

11 (a) REGIONAL WATER SYSTEM.—

12 (1) IN GENERAL.—Subject to paragraph (4),
13 there is authorized to be appropriated to the Sec-
14 retary for the planning, design, and construction of
15 the Regional Water System and the conduct of envi-
16 ronmental compliance activities under section 106 a
17 total of \$106,400,000 between fiscal years 2010 and
18 2022.

19 (2) PRIORITY OF FUNDING.—Of the amounts
20 authorized under paragraph (1), the Secretary shall
21 give priority to funding—

22 (A) the construction of the San Ildefonso
23 portion of the Regional Water System, con-
24 sisting of—

1 (i) the surface water diversion, treat-
2 ment, and transmission facilities at San
3 Ildefonso Pueblo; and

4 (ii) the San Ildefonso Pueblo portion
5 of the Pueblo Water Facilities; and

6 (B) that part of the Regional Water Sys-
7 tem providing 475 acre-feet to Pojoaque Pueblo
8 pursuant to section 2.2 of the Settlement
9 Agreement.

10 (3) ADJUSTMENT.—The amount authorized
11 under paragraph (1) shall be adjusted annually to
12 account for increases in construction costs since Oc-
13 tober 1, 2006, as determined using applicable engi-
14 neering cost indices.

15 (4) LIMITATIONS.—

16 (A) IN GENERAL.—No amounts shall be
17 made available under paragraph (1) for the
18 construction of the Regional Water System
19 until the date on which the United States Dis-
20 trict Court for the District of New Mexico
21 issues an order approving the Settlement Agree-
22 ment.

23 (B) RECORD OF DECISION.—No amounts
24 made available under paragraph (1) shall be ex-
25 pended unless the record of decision issued by

1 the Secretary after completion of an environ-
 2 mental impact statement provides for a pre-
 3 ferred alternative that is in substantial compli-
 4 ance with the proposed Regional Water System,
 5 as defined in the Engineering Report.

6 (b) ACQUISITION OF WATER RIGHTS.—There is au-
 7 thorized to be appropriated to the Secretary funds for the
 8 acquisition of the water rights under section
 9 103(a)(1)(B)—

10 (1) in the amount of \$5,400,000.00 if such ac-
 11 quisition is completed by December 31, 2010; and

12 (2) the amount authorized under paragraph (1)
 13 shall be adjusted according to the CPI Urban Index
 14 commencing January 1, 2011.

15 (c) AAMODT SETTLEMENT PUEBLOS' FUND.—

16 (1) IN GENERAL.—There is authorized to be
 17 appropriated to the Fund the following amounts for
 18 the period of fiscal years 2010 through 2022:

19 (A) \$15,000,000, which shall be allocated
 20 to the Pueblos, in accordance with section 2.7.1
 21 of the Settlement Agreement, for the rehabilita-
 22 tion, improvement, operation, maintenance, and
 23 replacement of the agricultural delivery facili-
 24 ties, waste water systems, and other water-re-
 25 lated infrastructure of the applicable Pueblo.

1 The amount authorized herein shall be adjusted
2 according to the CPI Urban Index commencing
3 October 1, 2006.

4 (B) \$37,500,000, which shall be allocated
5 to an account, to be established not later than
6 January 1, 2016, to assist the Pueblos in pay-
7 ing the Pueblos' share of the cost of operating,
8 maintaining, and replacing the Pueblo Water
9 Facilities and the Regional Water System.

10 (C) \$5,000,000 and any interest thereon,
11 which shall be allocated to the Pueblo of Nambe
12 for the acquisition of the Nambe reserved water
13 rights in accordance with section 103(a)(1)(A).
14 The amount authorized herein shall be adjusted
15 according to the CPI Urban Index commencing
16 January 1, 2011. The funds provided under
17 this section may be used by the Pueblo of
18 Nambe only for the acquisition of land, other
19 real property interests, or economic develop-
20 ment.

21 (2) OPERATION, MAINTENANCE, AND REPLACE-
22 MENT COSTS.—

23 (A) IN GENERAL.—Prior to conveyance of
24 the Regional Water System pursuant to section
25 101, the Secretary shall pay any operation,

1 maintenance or replacement costs associated
 2 with the Pueblo Water Facilities or the Re-
 3 gional Water System up to an amount that does
 4 not exceed \$5,000,000, which is authorized to
 5 be appropriated to the Secretary.

6 (B) OBLIGATION OF THE FEDERAL GOV-
 7 ERNMENT AFTER COMPLETION.—Except as
 8 provided in section 103(a)(4)(B), after con-
 9 struction of the Regional Water System is com-
 10 pleted and the amounts required to be deposited
 11 in the account have been deposited under this
 12 section the Federal Government shall have no
 13 obligation to pay for the operation, mainte-
 14 nance, and replacement costs of the Regional
 15 Water System.

16 **TITLE II—POJOAQUE BASIN IN-** 17 **DIAN WATER RIGHTS SETTLE-** 18 **MENT**

19 **SEC. 201. SETTLEMENT AGREEMENT AND CONTRACT AP-** 20 **PROVAL.**

21 (a) APPROVAL.—To the extent the Settlement Agree-
 22 ment and the Cost-Sharing and System Integration Agree-
 23 ment do not conflict with this Act, the Settlement Agree-
 24 ment and the Cost-Sharing and System Integration Agree-
 25 ment (including any amendments to the Settlement Agree-

1 ment and the Cost-Sharing and System Integration Agree-
2 ment that are executed to make the Settlement Agreement
3 or the Cost-Sharing and System Integration Agreement
4 consistent with this Act) are authorized, ratified, and con-
5 firmed.

6 (b) EXECUTION.—To the extent the Settlement
7 Agreement and the Cost-Sharing and System Integration
8 Agreement do not conflict with this Act, the Secretary
9 shall execute the Settlement Agreement and the Cost-
10 Sharing and System Integration Agreement (including
11 any amendments that are necessary to make the Settle-
12 ment Agreement or the Cost-Sharing and System Integra-
13 tion Agreement consistent with this Act).

14 (c) AUTHORITIES OF THE PUEBLOS.—

15 (1) IN GENERAL.—Each of the Pueblos may
16 enter into contracts to lease or exchange water
17 rights or to forbear undertaking new or expanded
18 water uses for water rights recognized in section 2.1
19 of the Settlement Agreement for use within the
20 Pojoaque Basin in accordance with the other limita-
21 tions of section 2.1.5 of the Settlement Agreement
22 provided that section 2.1.5 is amended accordingly.

23 (2) EXECUTION.—The Secretary shall not exe-
24 cute the Settlement Agreement until such amend-
25 ment is accomplished under paragraph (1).

1 (3) APPROVAL BY SECRETARY.—Consistent
2 with the Settlement Agreement as amended under
3 paragraph (1), the Secretary shall approve or dis-
4 approve a lease entered into under paragraph (1).

5 (4) PROHIBITION ON PERMANENT ALIEN-
6 ATION.—No lease or contract under paragraph (1)
7 shall be for a term exceeding 99 years, nor shall any
8 such lease or contract provide for permanent alien-
9 ation of any portion of the water rights made avail-
10 able to the Pueblos under the Settlement Agreement.

11 (5) APPLICABLE LAW.—Section 2116 of the Re-
12 vised Statutes (25 U.S.C. 177) shall not apply to
13 any lease or contract entered into under paragraph
14 (1).

15 (6) LEASING OR MARKETING OF WATER SUP-
16 PLY.—The water supply provided on behalf of the
17 Pueblos pursuant to section 103(a)(1) may only be
18 leased or marketed by any of the Pueblos pursuant
19 to the intergovernmental agreements described in
20 section 104(c)(2).

21 (d) AMENDMENTS TO CONTRACTS.—The Secretary
22 shall amend the contracts relating to the Nambe Falls
23 Dam and Reservoir that are necessary to use water sup-
24 plied from the Nambe Falls Dam and Reservoir in accord-
25 ance with the Settlement Agreement.

1 **SEC. 202. ENVIRONMENTAL COMPLIANCE.**

2 (a) EFFECT OF EXECUTION OF SETTLEMENT
3 AGREEMENT.—The execution of the Settlement Agree-
4 ment under section 201(b) shall not constitute a major
5 Federal action under the National Environmental Policy
6 Act of 1969 (42 U.S.C. 4321 et seq.).

7 (b) COMPLIANCE WITH ENVIRONMENTAL LAWS.—In
8 carrying out this Act, the Secretary shall comply with each
9 law of the Federal Government relating to the protection
10 of the environment, including—

11 (1) the National Environmental Policy Act of
12 1969 (42 U.S.C. 4321 et seq.); and

13 (2) the Endangered Species Act of 1973 (16
14 U.S.C. 1531 et seq.).

15 **SEC. 203. CONDITIONS PRECEDENT AND ENFORCEMENT**
16 **DATE.**

17 (a) CONDITIONS PRECEDENT.—

18 (1) IN GENERAL.—Upon the fulfillment of the
19 conditions precedent described in paragraph (2), the
20 Secretary shall publish in the Federal Register by
21 September 15, 2017, a statement of finding that the
22 conditions have been fulfilled.

23 (2) REQUIREMENTS.—The conditions precedent
24 referred to in paragraph (1) are the conditions
25 that—

1 (A) to the extent that the Settlement
2 Agreement conflicts with this title, the Settle-
3 ment Agreement has been revised to conform
4 with this title;

5 (B) the Settlement Agreement, so revised,
6 including waivers and releases pursuant to sec-
7 tion 204, has been executed by the appropriate
8 parties and the Secretary;

9 (C) Congress has fully appropriated, or the
10 Secretary has provided from other authorized
11 sources, all funds authorized by section 107,
12 with the exception of subsection (a)(1) of that
13 section, by December 15, 2016;

14 (D) the State has enacted any necessary
15 legislation and provided any funding that may
16 be required under the Settlement Agreement;

17 (E) a partial final decree that sets forth
18 the water rights and other rights to water to
19 which the Pueblos are entitled under the Settle-
20 ment Agreement and this title and that sub-
21 stantially conforms to the Settlement Agree-
22 ment has been approved by the United States
23 District Court for the District of New Mexico;
24 and

1 (F) a final decree that sets forth the water
2 rights for all parties to the Aamodt Case and
3 that substantially conforms to the Settlement
4 Agreement has been approved by the United
5 States District Court for the District of New
6 Mexico by June 15, 2017.

7 (b) EXPIRATION DATE.—If all the conditions prece-
8 dent described in subsection (a)(2) have not been fulfilled
9 by September 15, 2017—

10 (1) the Settlement Agreement and this Act in-
11 cluding waivers described in those documents shall
12 no longer be effective; and

13 (2) any funds that have been appropriated
14 under this Act but not expended shall immediately
15 revert to the general fund of the United States
16 Treasury.

17 (c) ENFORCEMENT DATE.—The Settlement Agree-
18 ment shall become enforceable as of the date that the
19 United States District Court for the District of New Mex-
20 ico enters a partial final decree pursuant to subsection
21 (a)(2)(E) and an Interim Administrative Order consistent
22 with the Settlement Agreement.

23 (d) EFFECTIVENESS OF WAIVERS.—The waivers and
24 releases executed pursuant to section 204 shall become ef-

1 fective as of the date that the Secretary publishes the no-
 2 tice required by subsection (a)(1).

3 (e) REQUIREMENTS FOR DETERMINATION OF SUB-
 4 STANTIAL COMPLETION OF THE REGIONAL WATER SYS-
 5 TEM.—

6 (1) CRITERIA FOR SUBSTANTIAL COMPLETION
 7 OF REGIONAL WATER SYSTEM.—Subject to the pro-
 8 visions in section 101(d) concerning the extent, size,
 9 and capacity of the County Distribution System, the
 10 Regional Water System shall be determined to be
 11 substantially completed if the infrastructure has
 12 been constructed capable of—

13 (A) diverting, treating, transmitting, and
 14 distributing a supply of 2,500 acre-feet of water
 15 to the Pueblos; and

16 (B) diverting, treating, and transmitting
 17 the quantity of water specified in the Engineer-
 18 ing Report to the County Distribution System.

19 (2) CONSULTATION.—On or after June 30,
 20 2021, at the request of 1 or more of the Pueblos,
 21 the Secretary shall consult with the Pueblos and
 22 confer with the County and the State on whether the
 23 criteria in paragraph (1) for substantial completion
 24 of the Regional Water System have been met or will
 25 be met by June 30, 2024.

1 (3) RIGHT TO VOID FINAL DECREE.—If the
2 substantial completion criteria have not been met by
3 June 15, 2021, after the consultation required by
4 paragraph (2), the Pueblos or the United States as
5 trustee for the Pueblos have until midnight June 30,
6 2024, to ask the Decree Court to void the Final De-
7 cree pursuant to section 10.3 of the Settlement
8 Agreement.

9 (f) VOIDING OF WAIVERS.—If the Court determines
10 the Final Decree is voided pursuant to section 10.3 of the
11 Settlement Agreement, the Settlement Agreement shall no
12 longer be effective, the waivers and releases executed pur-
13 suant to section 204 shall no longer be effective, and any
14 unexpended Federal funds, together with any income
15 earned thereon, and title to any property acquired or con-
16 structed with expended Federal funds, shall be returned
17 to the Federal Government unless otherwise agreed to by
18 the Pueblos and the United States in writing and ap-
19 proved by Congress.

20 **SEC. 204. WAIVERS AND RELEASES.**

21 (a) CLAIMS BY THE PUEBLOS AND THE UNITED
22 STATES.—In return for recognition of the Pueblos’ water
23 rights and other benefits, including waivers and releases
24 by non-Pueblo parties, as set forth in the Settlement
25 Agreement and this Act, the Pueblos, on behalf of them-

1 selves and their members, and the United States acting
2 in its capacity as trustee for the Pueblos are authorized
3 to execute a waiver and release of—

4 (1) all claims for water rights in the Pojoaque
5 Basin that the Pueblos, or the United States acting
6 in its capacity as trustee for the Pueblos, asserted,
7 or could have asserted, in any proceeding, including
8 the Aamodt Case, up to and including the waiver ef-
9 fectiveness date identified in section 203(d), except
10 to the extent that such rights are recognized in the
11 Settlement Agreement or this Act;

12 (2) all claims for water rights for lands in the
13 Pojoaque Basin and for rights to use water in the
14 Pojoaque Basin that the Pueblos, or the United
15 States acting in its capacity as trustee for the Pueb-
16 los, might be able to otherwise assert in any pro-
17 ceeding not initiated on or before the date of enact-
18 ment of this title, except to the extent that such
19 rights are recognized in the Settlement Agreement
20 or this Act;

21 (3) all claims for damages, losses or injuries to
22 water rights or claims of interference with, diversion
23 or taking of water (including claims for injury to
24 land resulting from such damages, losses, injuries,
25 interference with, diversion, or taking) for land with-

1 in the Pojoaque Basin that accrued at any time up
2 to and including the waiver effectiveness date identi-
3 fied in section 203(d);

4 (4) their defenses in the Aamodt Case to the
5 claims previously asserted therein by other parties to
6 the Settlement Agreement;

7 (5) all pending and future inter se challenges to
8 the quantification and priority of water rights of
9 non-Pueblo wells in the Pojoaque Basin, except as
10 provided by section 2.8 of the Settlement Agree-
11 ment;

12 (6) all pending and future inter se challenges
13 against other parties to the Settlement Agreement;

14 (7) all claims for damages, losses, or injuries to
15 water rights or claims of interference with, diversion
16 or taking of water (including claims for injury to
17 land resulting from such damages, losses, injuries,
18 interference with, diversion, or taking of water) at-
19 tributable to City of Santa Fe pumping of ground-
20 water that has effects on the ground and surface
21 water supplies of the Pojoaque Basin, provided that
22 this waiver shall not be effective by the Pueblo of
23 Tesuque unless there is a water resources agreement
24 executed between the Pueblo of Tesuque and the
25 City of Santa Fe;

1 (8) all claims for damages, losses, or injuries to
2 water rights or claims of interference with, diversion
3 or taking of water (including claims for injury to
4 land resulting from such damages, losses, injuries,
5 interference with, diversion, or taking of water) at-
6 tributable to County of Santa Fe pumping of
7 groundwater that has effects on the ground and sur-
8 face water supplies of the Pojoaque Basin; and

9 (9) all claims for damages, losses, or injuries,
10 or for injunctive or other relief, because of the condi-
11 tion of, or changes in, the concentration of naturally
12 occurring constituents of ground and surface water
13 in the Pojoaque Basin arising out of the diversion of
14 water pursuant to water rights recognized by the
15 final decree.

16 (b) CLAIMS BY THE PUEBLOS AGAINST THE UNITED
17 STATES.—The Pueblos, on behalf of themselves and their
18 members, are authorized to execute a waiver and release
19 of—

20 (1) all claims against the United States, its
21 agencies, or employees, relating to claims for water
22 rights in or water of the Pojoaque Basin or for
23 rights to use water in the Pojoaque Basin that the
24 United States acting in its capacity as trustee for

1 the Pueblos asserted, or could have asserted, in any
2 proceeding, including the Aamodt Case;

3 (2) all claims against the United States, its
4 agencies, or employees relating to damages, losses,
5 or injuries to water, water rights, land, or natural
6 resources due to loss of water or water rights (in-
7 cluding damages, losses or injuries to hunting, fish-
8 ing, gathering or cultural rights due to loss of water
9 or water rights; claims relating to interference with,
10 diversion or taking of water or water rights; or
11 claims relating to failure to protect, acquire, replace,
12 or develop water, water rights or water infrastruc-
13 ture) within the Pojoaque Basin that first accrued
14 at any time up to and including the waiver effective-
15 ness date identified in section 203(d);

16 (3) all claims against the United States, its
17 agencies, or employees for an accounting of funds
18 appropriated by Acts, including the Act of December
19 22, 1927 (45 Stat. 2), the Act of March 4, 1929 (45
20 Stat. 1562), the Act of March 26, 1930 (46 Stat.
21 90), the Act of February 14, 1931 (46 Stat. 1115),
22 the Act of March 4, 1931 (46 Stat. 1552), the Act
23 of July 1, 1932 (47 Stat. 525), the Act of June 22,
24 1936 (49 Stat. 1757), the Act of August 9, 1937
25 (50 Stat. 564), and the Act of May 9, 1938 (52

1 Stat. 291), as authorized by the Pueblo Lands Act
2 of June 7, 1924 (43 Stat. 636), and the Pueblo
3 Lands Act of May 31, 1933 (48 Stat. 108), and for
4 breach of Trust relating to funds for water replace-
5 ment appropriated by said Acts that first accrued
6 before the date of enactment of this Act;

7 (4) all claims against the United States, its
8 agencies, or employees relating to the pending litiga-
9 tion of claims relating to the Pueblos' water rights
10 in the Aamodt Case; and

11 (5) all claims against the United States, its
12 agencies, or employees relating to the negotiation,
13 Execution or the adoption of the Settlement Agree-
14 ment, exhibits thereto, the Partial Final Decree, the
15 Final Decree, or this Act.

16 (c) RESERVATION OF RIGHTS AND RETENTION OF
17 CLAIMS.—Notwithstanding the waivers and releases au-
18 thorized in this Act, the Pueblos on behalf of themselves
19 and their members and the United States acting in its
20 capacity as trustee for the Pueblos retain—

21 (1) all claims for enforcement of the Settlement
22 Agreement, the Cost-Sharing and System Integra-
23 tion Agreement, the Final Decree, including the Par-
24 tial Final Decree, the San Juan-Chama Project con-

1 tract between the Pueblos and the United States or
2 this Act;

3 (2) all rights to use and protect water rights ac-
4 quired after the date of enactment of this Act;

5 (3) all rights to use and protect water rights ac-
6 quired pursuant to State law to the extent not in-
7 consistent with the Partial Final Decree, Final De-
8 cree, and the Settlement Agreement;

9 (4) all claims against persons other than Par-
10 ties to the Settlement Agreement for damages, losses
11 or injuries to water rights or claims of interference
12 with, diversion or taking of water (including claims
13 for injury to lands resulting from such damages,
14 losses, injuries, interference with, diversion, or tak-
15 ing of water) within the Pojoaque Basin arising out
16 of activities occurring outside the Pojoaque Basin;

17 (5) all claims relating to activities affecting the
18 quality of water including any claims the Pueblos
19 may have under the Comprehensive Environmental
20 Response, Compensation, and Liability Act of 1980
21 (42 U.S.C. 9601 et seq.) (including claims for dam-
22 ages to natural resources), the Safe Drinking Water
23 Act (42 U.S.C. 300f et seq.), the Federal Water Pol-
24 lution Control Act (33 U.S.C. 1251 et seq.), and the
25 regulations implementing those laws;

1 (6) all claims against the United States relating
2 to damages, losses, or injuries to land or natural re-
3 sources not due to loss of water or water rights (in-
4 cluding hunting, fishing, gathering or cultural
5 rights);

6 (7) all claims for water rights from water
7 sources outside the Pojoaque Basin for land outside
8 the Pojoaque Basin owned by a Pueblo or held by
9 the United States for the benefit of any of the Pueb-
10 los; and

11 (8) all rights, remedies, privileges, immunities,
12 powers and claims not specifically waived and re-
13 leased pursuant to this Act or the Settlement Agree-
14 ment.

15 (d) EFFECT OF SECTION.—Nothing in the Settle-
16 ment Agreement or this Act—

17 (1) affects the ability of the United States act-
18 ing in its sovereign capacity to take actions author-
19 ized by law, including any laws relating to health,
20 safety, or the environment, including the Com-
21 prehensive Environmental Response, Compensation,
22 and Liability Act of 1980 (42 U.S.C. 9601 et seq.),
23 the Safe Drinking Water Act (42 U.S.C. 300f et
24 seq.), the Federal Water Pollution Control Act (33
25 U.S.C. 1251 et seq.), the Solid Waste Disposal Act

1 (42 U.S.C. 6901 et seq.), and the regulations imple-
2 menting those laws;

3 (2) affects the ability of the United States to
4 take actions acting in its capacity as trustee for any
5 other Indian tribe or allottee; or

6 (3) confers jurisdiction on any State court to—

7 (A) interpret Federal law regarding health,
8 safety, or the environment or determine the du-
9 ties of the United States or other parties pursu-
10 ant to such Federal law; or

11 (B) conduct judicial review of Federal
12 agency action;

13 (e) TOLLING OF CLAIMS.—

14 (1) IN GENERAL.—Each applicable period of
15 limitation and time-based equitable defense relating
16 to a claim described in this section shall be tolled for
17 the period beginning on the date of enactment of
18 this Act and ending on June 30, 2021.

19 (2) EFFECT OF SUBSECTION.—Nothing in this
20 subsection revives any claim or tolls any period of
21 limitation or time-based equitable defense that ex-
22 pired before the date of enactment of this Act.

23 (3) LIMITATION.—Nothing in this section pre-
24 cludes the tolling of any period of limitations or any

1 time-based equitable defense under any other appli-
2 cable law.

3 **SEC. 205. EFFECT.**

4 Nothing in this Act or the Settlement Agreement af-
5 fects the land and water rights, claims, or entitlements
6 to water of any Indian tribe, pueblo, or community other
7 than the Pueblos.

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